

## **Terms and Conditions**

Please take the time to read the following Terms and Conditions. By making a booking or accessing the Sports Courts (including Tennis and Basketball courts), you are agreeing to abide by these Terms and Conditions.

### **1. General Conditions**

- 1.1 You must be at least 18 years old to hire a Royal Rehab Sports Courts. You are required to provide photographic identification if we ask you for it.
- 1.2 Children under 12 years old must be accompanied by an adult at all times.
- 1.3 Royal Rehab does not accept any responsibility or liability for damage to property or injury to a person from the use of the Sports Courts.
- 1.4 Royal Rehab may refuse or cancel any booking in the event of a breach of these Terms and Conditions. Royal Rehab will not be liable for any consequential loss.

### **2. Court Bookings and Cancellations**

- 2.1 The Sports Courts require bookings for play. Bookings must be made online via Royal Rehab's [booking system](#) and are subject to availability.
- 2.2 Court bookings are made in 1 hour blocks.
- 2.3 Bookings are not confirmed until you receive written confirmation from Royal Rehab. When the booking is confirmed, you will be sent an email with a pin code to gain access to the Sports Courts through an electronic gate.
- 2.4 Access to Royal Rehab's Sports courts is only permitted from the start of your booking time. Access to the Sports Courts before or after the booking time is not permitted. If you do access the Sports Courts outside your booking time, you will be charged for this additional usage in 1 hour increments.
- 2.5 The Sports Courts are available to be booked during the following times:
  - i) Monday – Friday (excluding public holidays): 6am to 9am and 3pm to 8pm; and
  - ii) Saturday, Sunday and public holidays: 6am to 8pm.
- 2.6 Bookings can be cancelled or changed with a minimum of 24 hours' notice. When cancelled, you will be issued with a credit which can be used to rebook another time.
- 2.7 Cancellation requests within 24 hours of booking start time will not be credited or refunded.
- 2.8 Royal Rehab reserves the right to cancel any booking at any time for any reason.

### **3. Court Fees and Charges**

- 3.1 A hire fee applies to Sports Court bookings. It is your responsibility to ensure all fees and charges are paid in accordance with your booking.
- 3.2 Hire fees are calculated in one (1) hourly increments and payable at the time of booking.
- 3.3 It is your responsibility to review the fees and charges before booking or accessing the court.



#### 4. Wet Weather

- 4.1 In the case of inclement weather, as determined by Royal Rehab, you may cancel a booking on the day of hire, provided you email [info@royalrehab.com.au](mailto:info@royalrehab.com.au) within 3 days of the booking date, and include a copy of the original booking confirmation. A new date will be booked, or credit issued so you can rebook another time.
- 4.2 If medium to heavy rain occurs during the booked court hire time, a request for full credit can be submitted via [info@royalrehab.com.au](mailto:info@royalrehab.com.au).

#### 5. Guest

- 5.1 You are responsible for ensuring your guest(s) are aware of and comply with these Terms and Conditions, and you are responsible for their actions at the Sports Courts.

#### 6. Conduct

- 6.1 Royal Rehab has zero tolerance for racism, bullying, harassment, physical and/or verbal aggression. Royal Rehab reserves the right to terminate a booking as a result of inappropriate, intimidating or threatening behaviour by you or your guest(s), including behaviour towards Royal Rehab staff or members of the general public.
- 6.2 Players are required to observe good sports courtesies, as well as rules of good conduct on and around the courts.
- 6.3 Due to the proximity of the Sports Courts to the hospital and residents, players must be mindful of excess noise levels from the sports court area.
- 6.4 Appropriate clothing, including non-marking footwear, must be worn at all times.
- 6.5 Players must only use sports balls (tennis and basketball) appropriate for court surfaces.
- 6.6 No food or glass products are permitted on the courts at any time, unless otherwise specified in writing from Royal Rehab.
- 6.7 Smoking, vaping, and the consumption of alcohol are not permitted on the courts, in the changing rooms or surrounding areas.
- 6.8 No pets are allowed on the sports courts at any time.
- 6.9 The following activities are not permitted on the Courts:
  - i) Soccer, baseball or other hardball activities;
  - ii) Biking, skateboarding, roller-skating or any activity with wheels, excluding wheelchairs;
  - iii) Use of the tennis/basketball net for any alternative activity; or
  - iv) Any activity that may cause damage to the facility.
- 6.10 Failure to behave in an appropriate manner, as determined by Royal Rehab, will result in the individual or the group being asked to leave the premises. This may be escalated to the individual or group being banned from the venue, at Royal Rehab's discretion.

#### 7. Risk Warning

- 7.1 By booking or using the Sports Courts, you and your guest(s) agree that you are participating at your own risk.
- 7.2 If you are the parent or guardian of a minor who will use the Sports Courts, you consent to the minor's use of the Sports Courts and provide the acknowledgements and indemnities in these Terms and Conditions in your own right and on behalf of the minor.



- 7.3 You acknowledge that Sports Court hire is a 'recreational service' for the purpose of the Civil Liability Act 2002 (NSW) and section 139 of the Competition and Consumer Act 2010 (Cth), and that, regardless of the precautions taken by experienced persons, there is a significant and obvious risk to your health and safety in using the Sports Courts and associated activities. Such use can be potentially dangerous and you and your guest(s) are exposed to risk of property damage, physical or mental injury (including sprains, broken bones, spinal injury and paralysis) and death.
- 7.4 As an indication, these risks may be caused by:
- i) Collision with other court users, balls or equipment;
  - ii) Extremes of weather conditions or sun exposure; or
  - iii) Overexertion, dehydration and physical stress.
- You and your guest(s) are warned to consider the above risks and all other risks before deciding to book and use the Sports Courts.
- 7.5 You acknowledge and agree that is section 7 is a risk warning for the purposes of section 5M of the *Civil Liability Act 2002* (NSW). Royal Rehab's liability arising from hiring the Sports Courts to you is excluded or reduced as far as is possible as a result of the risk warning.
- 7.6 You agree that by booking and using the Sports Courts, to the full extent permitted by law (including by section 5N of the *Civil Liability Act 2002* (NSW) and section 139A of the *Competition and Consumer Act 2010* (Cth):
- i) Your rights to make a claim against Royal Rehab in relation to the Sports Court hire, if the hire or associated services were not provided in accordance with any express or implied warranty or guarantee that the Sports Court hire would be provided with reasonable care and skill, are excluded, or limited to a refund of the cost of the hire; and
  - ii) You release Royal Rehab from all liability for a failure to comply with any express or implied warranty or guarantee that the Sports Court hire will be provided with reasonable care and skill.

## 8. Liability & Indemnity

- 8.1 You waive, release and indemnify Royal Rehab from and against all losses, damages, actions, claims, liabilities, costs and expenses (including from negligence and claims by third parties) for which Royal Rehab may be held liable arising (directly or indirectly) in connection with the hire or use of the Sports Courts, including those arising under contract, statute, or tort (including negligence). . Any amount owed under this indemnity is a debt due and payable by you to Royal Rehab.
- 8.2 If you are a commercial enterprise, sporting club, or an incorporated body, you must hold public liability insurance for an amount of not less than \$20,000,000.
- 8.3 If you hire the sports courts for the purpose of coaching participants to take part in a tennis or sporting related activity (eg. Tennis coach) must hold current Professional Indemnity insurance and current accreditation where applicable. Coaching refers to tennis or sporting coaches and instructors where a fee is charged for the service that they provide.



9. Property Damage

- 9.1 You are responsible for ensuring the courts are maintained in a clean state at all times.
- 9.2 You must pay for any damage to properties that is determined by Royal Rehab to be beyond reasonable 'wear and tear'. Payment will be based on the quoted cost to repair or replace the item and will be a debt due and payable
- 9.3 Any property damage, hazards or unsafe conditions must be reported to [info@royalrehab.com.au](mailto:info@royalrehab.com.au)

10. Safety and Emergencies

- 10.1 You and your guest(s) undertake to always use the facilities in a safe and cautious manner.
- 10.2 In the event of an evacuation, you are responsible for your guest(s) evacuating to the emergency assembly point.
- 10.3 You must familiarise yourself with the location of court exits.
- 10.4 You must relock the number coded padlock when you leave.
- 10.5 In event of an emergency, ring 000 and advise of location: 2 Susan Schardt Way, Putney, NSW, 2112.
- 10.6 If anything in these Terms and Conditions are unenforceable, illegal or void then it is severed and the rest of these Terms and Conditions remain in force. These terms and Conditions are governed by the laws of New South Wales.

By making a booking and accessing the Sports Court, you are agreeing that you:

- Have read and agree to the above terms and conditions associated with Sports Courts hire.
- Are responsible for the actions of your guest(s) at the Sports Courts.
- Understand that you are waiving any liability or responsibility of Royal Rehab in respect of any loss, damage, accident or injury sustained in connection with the use of the Sports Courts.

**T:** (02) 9808 9222 | **E:** [info@royalrehab.com.au](mailto:info@royalrehab.com.au)

In event of an emergency, ring **000** and advise of location: 2 Susan Schardt Way, Putney, NSW, 2112